

775

AGREEMENT

Between

TOWNSHIP OF LAKEWOOD, A BODY CORPORATE

COUNTY OF OCEAN, STATE OF NEW JERSEY

and

LAKEWOOD TOWNSHIP LOCAL NO. 380

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

Effective January 1, 1995 through December 31, 1997

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**AGREEMENT
BETWEEN THE TOWNSHIP OF LAKEWOOD
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 380**

This agreement made and entered into in Lakewood Township, New Jersey, this 3rd day of November, 1994, between the Township of Lakewood, a municipality in the County of Ocean and the State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Firemen's Mutual Benevolent Association, Local No. 380, is designed to maintain and to promote a harmonious relationship between the Township and the member of this Local through negotiations in order that a more efficient and progressive service may be rendered.

WITNESSETH:

WHEREAS, the Township and the F.M.B.A recognize and declare that providing quality emergency medical services for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1974, NJSA 34:13a-5.4, to negotiate with the F.M.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment. This agreement represents and incorporates the final understanding and settlement between the "Township" and the "F.M.B.A." on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I
RECOGNITION

SECTION 1

The Township hereby recognizes the F.M.B.A. Local No. 380, as the exclusive bargaining representative for members of this department of full-time, permanent Emergency Medical Technicians (EMT), excluding all other employees, full or part-time, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

SECTION 2

This agreement, subject to the statutory provisions, shall govern hours, wages, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the agreement.

SECTION 3

The members of this unit will have the right to review their personnel file at a time that is convenient to both the Township and said members. It is agreed that any written document pertaining to disciplinary charges must be given the opportunity to be initialed by member prior to it being placed in his or her file.

ARTICLE II
VACATION AND HOLIDAYS

SECTION 1
VACATION

Each member of this unit shall be entitled to annual vacation time:

1 to 10 years	12 days
10 years and one day to 15 years	18 days
15 years and one day and up	24 days

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

SECTION 2
HOLIDAYS

The following shall be recognized as Holidays paid at the employee's daily base rate under this agreement: New Year's Day; Good Friday; Memorial Day; General Election Day; Veterans' Day; Columbus Day; Washington's Birthday; Lincoln's Birthday; Independence Day (4th of July); Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Day; and Martin Luther King's Birthday. Members working on Easter Sunday shall be paid at the rate of time and one half.

SECTION 3
ALLOWANCE IN LIEU OF VACATION

Whenever a member of the unit dies having to his credit any annual vacation or holiday leave, properly accumulated, there shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the member during such period of vacation or holiday leave had he lived.

SECTION 4 PERSONAL DAYS

Each member of the unit shall be entitled to three personal days leave per year, each personal day shall be equal to one full shift.

ARTICLE III LEAVES OF ABSENCE

SECTION 1

Leaves of absence without pay may be granted to any member who shall submit all facts bearing on the request to the Township Manager. Each case will be considered on its merits and without establishing a precedent.

SECTION 2

Funeral Leave shall be granted with pay upon the death of a member of his/her immediate family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three days. In the event the member has to travel out of state to attend the funeral, he/she may be granted leave up to five days with the approval of the Township Manager.

Family shall include: spouse, children, parents, grandparents of the member or spouse, brothers, sisters, brother-in-law, sister-in-law, or the death of a relative who resides in the member's household.

SECTION 3

Military Leave shall be granted in accordance with Civil Service Rules and Regulations or as prescribed by Law.

SECTION 4

When an employee is injured in the line of duty, said employee shall enjoy those benefits provided in the statutes, N.J. S. 34:15-12.

ARTICLE IV
SICK LEAVE

SECTION 1

Sick Leave with pay shall be credited each permanent full-time employee member on the basis of 1 1/4 days per month of continuous service, and shall be cumulative from year to year after the first year. During the first year, one day per month shall be credited.

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, Entitled "Miscellaneous Provisions".

SECTION 2

Maternity leave may be granted for a period of six months provided that the request for such leave is made in writing to the appointing authority no later than the fourth month of pregnancy. This leave may be extended for an additional six months with the approval of the manager and appointing authority. Requests for maternity leave must be favorably endorsed by the manager and approved by the appointing authority before becoming effective. If granted, such leave shall be without pay. Under no circumstances shall an employee work beyond the eighth month of pregnancy.

ARTICLE V
LONGEVITY

SECTION 1

Each member shall be paid in addition to his regular salary, Longevity increments which shall be figured and computed on the member's base salary based on his/her years of continuous service in the Township, in accordance with the following schedule:

Beginning the first day of the fourth year	1.5
Beginning the first day of the eighth year	3.0
Beginning the first day of the twelfth year	4.5
Beginning the first day of the sixteenth year	6.0
Beginning the first day of the twentieth year	7.5

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

SECTION 2

Longevity increases shall not be granted to any employee hired on or after 1 May, 1991.

ARTICLE VI
CLOTHING ALLOWANCE

SECTION 1

Clothing allowance shall be the sum of \$ 1,000.00 per year for 1995, 1996 and 1997.

ARTICLE VII
SALARIES AND OVERTIME

SECTION 1

Bargaining unit employees shall receive salaries as set forth in Schedule A of this contract.

SECTION 2

The employer agrees that overtime, consisting of time and one-half shall be paid to all employees covered by this agreement for hours worked in excess of the normal work day (for the purposes of this section, normal work day shall mean an eight (8) or twelve (12) hour tour of duty).

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1

No member of the unit shall be removed, dismissed, discharged, fined or disciplined in any manner except for just cause. If any member is disciplined, and in the judgment of the F.M.B.A. that such action was taken by the Township without just cause, or if a dispute arises concerning a member's wages, hours or condition of employment, which wages, hours or conditions of employment are controlled by this agreement, or which are provided for in any statute, adjustments shall be sought as follows:

Step 1. An employee having a grievance shall present it orally, either individually or in the presence of a union representative to the immediate supervisor within five (5) working days after the occurrence of the matter giving rise to such grievance. If grievance is not forthcoming within this time period, it shall be considered null and void.

Within five (5) working days of receiving said grievance, the immediate supervisor shall meet with the individual and the union representative (if requested by the individual filing said grievance) for the purpose of adjusting or resolving said dispute.

Step 2. The F.M.B.A. shall submit the grievance in writing to the Township Manager within fifteen (15) days of becoming aware of grievance. Within five (5) days of receiving said grievance, the Township Manager shall meet with the members of the F.M.B.A. for the purpose of adjusting or resolving said dispute. After 15 days, a grievance is not valid.

Step 3. If said dispute is not resolved to the satisfaction of the F.M.B.A. by the Township Manager after said meeting, the F.M.B.A. may submit such a grievance to the Public Employees Relations Commission for arbitration. The cost of the arbitration shall be equally shared by the Township and the F.M.B.A. The arbitrators authority does not extend beyond this agreement.

In a dispute involving a disciplinary action, Civil Service or the arbitrator shall have the power to uphold the action of the Township or to rescind or modify such action and such power shall include but shall not be limited to the right to reinstate with full back pay.

The time limits of this article shall not include Saturdays, Sundays or holidays. Such time limits may be extended by mutual agreement. If, without this mutual agreement, the time limits are exceeded, the parties can move to the next step.

The decision of the arbitrator shall be final and binding on the parties.

ARTICLE IX **MANAGEMENT'S RIGHTS**

It is the right of the Township, except as limited by the provisions of this agreement, to determine the standards of service to be offered by the Township; determine the standards of selection for employment; direct its employees; schedule its employees; take disciplinary action; relieve its employees from duty for legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; take all necessary actions to carry out its mission, emergencies and exercise complete control and discretion over its organization and the technology of performing its work. The Township's decisions on these matters are not within the scope of collective bargaining.

ARTICLE X
HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL

SECTION 1

Each member of the F.M.B.A. shall be entitled to all insurance benefits in accordance with the terms and provisions now in effect by municipal ordinance (hospital, medical, dental, vision and prescription plans now in force and effect which specifically provide for same.)

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

SECTION 2

Upon retirement, the employee shall continue to be carried on, and covered under, the Employer's Hospitalization plans then in effect; to be paid solely by the Employer, at the option of the employee. The Employer agrees to obtain such hospital plan coverage to cover retired Employees after 25 years of full-time employment.

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

SECTION 3

The health insurance indemnity plan set forth in Section 1 above shall be modified in accordance with the following provisions effective 1 January, 1995.

a) Medical/Hospitalization coverage shall be subject to utilization management incorporating the following techniques:

- i. Hospitalization pre-certification
- ii. Second surgical opinion
- iii. Large case management
- iv. Continued stay review
- v. High risk pregnancy management

b) Major Medical deductibles will be \$ 150.00 for single coverage and \$ 300.00 for family coverage. Co-insurance of 80% / 20% of the next \$ 3,000.00 and 100% thereafter.

c) Prescription coverage - Pharmacy co-pay of 5% towards cost of prescription.

d) Paragraphs b and c above shall not take effect unless and until either one of the following bargaining units representing Township Employees, AFSCME or the Teamsters, agrees to a similar provision within their contract.

e) All other features of the 1994 Township plan of benefits will remain unchanged.

ARTICLE XI EDUCATIONAL BENEFITS

SECTION 1

Any full-time employee attending classes for their Paramedic 24-hours per year qualification; and any Emergency Medical Technician attending classes for their 40-hour three year qualification, shall not be deducted for their time while attending said classes should they fall on their regularly assigned duty shift; nor shall said full-time employees be required to deduct from their sick, vacation or personal time for said class attendance.

The Employer agrees to provide \$ 300.00 per year for each full-time employee of the unit for training purposes related to the operation of the unit upon successful completion of the course and certified receipt.

ARTICLE XII
SAVINGS CLAUSE

SECTION 1

It is understood and agreed that if any provisions of this agreement or the application of this agreement to any person or circumstance shall be held invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this agreement shall serve to supersede or invalidate any provisions of any Federal, State or Local law; or any provisions of the revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this agreement.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

SECTION 1

Nondiscrimination. The Township and the Union agree that there will be no discrimination, and that all practices, procedures and policies of the Township shall clearly exemplify that there is no discrimination in the firing, training, assignment, promotion, transfer or discipline of Union personnel, or in the application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile or marital status.

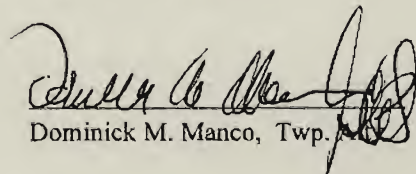
DURATION OF AGREEMENT

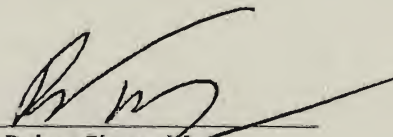
This agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1997.

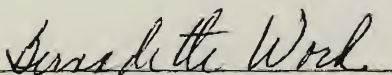
This agreement shall continue and remain in full effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 1997.

APPROVED:

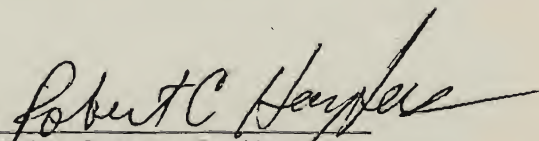
THE TOWNSHIP OF LAKEWOOD


Dominick M. Manco, Twp.

BY: 
Robert Singer, Mayor

ATTEST: 
Bernadette Work, Clerk

**FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 380**

BY: 
Robert C. Haytas, President

Schedule A

ANNUAL SALARY SCHEDULE FOR CLASSIFIED SERVICE
EMERGENCY MEDICAL TECHNICIANS

1995

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$ 31,970.24	\$ 37,690.42	\$ 43,411.81	\$ 49,137.00

1996

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$ 32,289.94	\$ 38,067.32	\$ 43,845.93	\$ 49,628.37

1997

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$ 32,935.74	\$ 38,828.67	\$ 44,722.85	\$50,620.94